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GERALD L. COPP, MANAGER



## *Public Utility District No. 1 of Chelan County*

P. O. BOX 1231 • WENATCHEE, WASHINGTON 98801-0011 • (509) 663-8121

February 29, 1984

RECEIVED  
MAR 5 1984

STATE DEPARTMENT  
ADMINISTRATION

Mr. Frank Lockard, Director  
Washington Department of Game  
600 N. Capitol Way  
Olympia, Washington 98504

Dear Mr. Lockard:

Enclosed you will find an Agreement Relating to Lake Chelan Project Conservation and Enhancement Program for Fish and Wildlife. This Agreement describes the responsibilities of the Public Utility District No. 1 of Chelan County to protect, conserve, and enhance the fish and wildlife resources of the Lake Chelan area, as defined by Article 33 of the new license for the Lake Chelan Hydroelectric Project. The terms and objectives of this Agreement have been developed following discussions and negotiations with representatives of the State of Washington Department of Game, United States Fish and Wildlife Service, United States Forest Service, and the National Park Service.

If you find the substance of this Agreement to be satisfactory, you may sign these enclosed copies. The same Agreement, signed by me, has also been submitted to the other participating agencies for their signature. In order to expedite the execution of this Agreement, the signature page will be assembled in counterpart. Please return one of your signed copies to us and retain the other copy for your files.

We appreciate the cooperation provided by your agency in the formulation of this fish and wildlife conservation and enhancement program.

Sincerely yours,

PUBLIC UTILITY DISTRICT  
NO. 1 OF CHELAN COUNTY

Gerald L. Copp  
Manager

Enclosure

Final / Original  
DG 4/12/8

AGREEMENT RELATING TO LAKE CHELAN PROJECT  
CONSERVATION AND ENHANCEMENT PROGRAM FOR  
FISH AND WILDLIFE

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THIS AGREEMENT, is made and entered into this 12<sup>th</sup> day of April, 1984, by and between PUBLIC UTILITY DISTRICT NO. 1 OF CHELAN COUNTY, WASHINGTON, hereinafter referred to as the "District", the STATE OF WASHINGTON, DEPARTMENT OF GAME, hereinafter referred to as "WDG", the U.S. FISH AND WILDLIFE SERVICE, hereinafter referred to as "USFWS", the U.S. FOREST SERVICE, WENATCHEE NATIONAL FOREST, CHELAN RANGER DISTRICT, hereinafter referred to as "USFS", and the NATIONAL PARK SERVICE, NORTH CASCADES NATIONAL PARK, hereinafter referred to as "NPS."

R E C I T A L S

WHEREAS, WDG as an agency of the State of Washington, is charged with the responsibility of preserving the sports fishery and wildlife within the area affected by the Lake Chelan Project, and

WHEREAS, USFWS is charged with federal responsibility in connection with the conservation of sports fishery and wildlife, and

WHEREAS, USFS and NPS are responsible for natural resource management on their respective land holdings, and

WHEREAS, Article 33 of the District's new license for the Lake Chelan Project provides as follows:

"Licensee shall, within three years of the date of issuance of this license, and in cooperation with the State of Washington Department of Game and the U.S. Fish and Wildlife Service of the Department of the Interior, develop a comprehensive fish and wildlife mitigation plan for the protection, conservation, and

improvement of these resources within the project area, and file for Commission approval a revised Exhibit S, prepared in accordance with Section 4.41 of the Commission's regulations (1979), that incorporates the measures contained in the fish and wildlife management plan and any other measures deemed appropriate to conserve and enhance fish and wildlife resources within the project area."

WHEREAS, the parties desire to enter into this Agreement in order to define and provide a means of meeting the District's obligations under Article 33,

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. LAKE CHELAN PROJECT CONSERVATION AND ENHANCEMENT PROGRAM FOR FISH AND WILDLIFE. The parties have jointly developed the Lake Chelan Project Conservation and Enhancement Program for Fish and Wildlife, hereinafter referred to as "Program." A copy of the Program is attached hereto as Exhibit A and by this reference herein incorporated.

2. IMPLEMENTATION OF PROGRAM. The District and the WDG, USFWS, USFS and NPS hereby approve and adopt the Program. The District and WDG, USFWS, USFS, and NPS shall each comply with and perform their respective obligations as set forth in the Program. The parties agree that the costs set forth in Exhibit B attached hereto are reasonable estimates of expenditures required for implementation of the program.

3. SATISFACTION OF ARTICLE 33 REQUIREMENTS. The parties agree that implementation of the Program will fulfill and discharge the District's obligations under Article 33 of its new license for the Lake Chelan Project.

4. APPROVAL BY FERC. It is the intention of the parties that this agreement shall be filed with FERC for approval as part of the District's Revised Exhibit S for the Lake Chelan Project. In the event FERC fails to approve the Program in its present form, then this Agreement shall be null and void.

5. AGREEMENT BY COUNTERPART. This agreement may be executed in any number of separate counterparts by the parties, but no counterpart need be executed by more than one party. Each counterpart when so executed and delivered shall be an original, and all counterparts together shall constitute one and the same instrument.

PUBLIC UTILITY DISTRICT NO. 1  
OF CHELAN COUNTY, WASHINGTON

BY 

TITLE MANAGER

U.S. DEPARTMENT OF AGRICULTURE  
U.S. FOREST SERVICE, WENATCHEE  
NATIONAL FOREST, CHELAN RANGER  
DISTRICT

BY \_\_\_\_\_

TITLE \_\_\_\_\_

STATE OF WASHINGTON, DEPARTMENT  
OF GAME

BY 

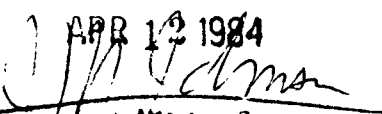
TITLE Director

U.S. DEPARTMENT OF THE  
INTERIOR, NATIONAL PARK  
SERVICE, NORTH CASCADES  
NATIONAL PARK

BY \_\_\_\_\_

TITLE \_\_\_\_\_

Approved as to Form Only  
KENNETH O. EIKENBERRY  
Attorney General

1 APR 12 1984  
By   
Assistant Attorney General

U.S. DEPARTMENT OF THE  
INTERIOR, U.S. FISH AND  
WILDLIFE SERVICE

BY \_\_\_\_\_

TITLE \_\_\_\_\_

EXHIBIT A

LAKE CHELAN PROJECT CONSERVATION AND ENHANCEMENT PROGRAM  
FOR FISH AND WILDLIFE

1. Annual \$10,000 Wildlife Habitat Improvement Budget - The District will provide \$10,000, annually, for cooperative wildlife habitat improvement projects. These projects shall be conducted within the Lake Chelan drainage by the District, WDG, USFS, USFWS, and NPS. The amount of funds, which will be adjusted annually for inflation, will be available to the cooperating agencies for personnel, supplies, equipment, and other expenses associated with wildlife habitat improvement projects within the Lake Chelan drainage.

Projects to be funded annually from this budget will be determined annually by agreement of District and resource agency biologists. This will allow habitat improvement techniques to change as the state of the art and habitat needs change during the term of the license. Planned habitat improvement techniques include: controlled burns, bitterbrush pruning, selective thinning of non-commercial stands, seeding and fertilization to improve big game cover and forage.

2. Big Game Winter Surveys - The District will conduct 12 mule deer and mountain goat surveys along the lake annually. These surveys will be conducted from a boat and equally divided between the early, mid, and late winter periods. Data gathered during these surveys will include mountain goat abundance, distribution, age classes, and sightings of transplanted (marked) goats. The mule deer abundance, distribution, age and sex classes, and sightings of marked deer will also be determined. These data will be provided to the cooperating resource agencies during the spring in the form of an annual report for the agencies' management purposes and to guide improvement techniques contained in this program.
3. Mountain Goat Transplants to Lake Chelan - During the summer of 1983, 29 mountain goats were transplanted from the Olympic Mountains to the Lake Chelan area to bolster the present goat population and speed its recovery. The Lake Chelan mountain goat transplant was considered a positive enhancement technique that had to take place in 1983 because goats might not be available from the Olympics after that time.

The District assisted with the transplant in several ways to enhance the Lake Chelan mountain goat population:

- A. Data from the 1982-83 winter goat surveys were the basis for recommendations for specific release sites, their priority, and the number of goats released at each site.
- B. At WDG's request, the District built 10 crates to transport goats during the transplant. The District is now storing these crates for use in future big game transplants in the northwest.
- C. The District wildlife biologist assisted in the actual release of the goats.

## EXHIBIT A

- D. The District is playing a major role in surveys to gather data to analyze the success of this transplant and make recommendations for future transplants. The system by which the transplanted goats were marked and the proposed winter goat surveys will facilitate this analysis. Analysis of the goat transplant was a condition of the USFS Environmental Assessment. The District proposes to work with WDG in analyzing the results of the goat transplant.
  - E. The District will assist in future mountain goat transplants to the Lake Chelan drainage by providing the 10 goat transport crates already built, manpower during trapping, transport, and release activities, gathering follow-up sightings of marked goats, and assist in the analysis of the results of future transplants within the term of the project license.
- 4. Assist With Marking North Shore Deer For Population Analysis - The District will assist WDG by providing personnel, equipment, and aircraft expenses to trap, mark, and evaluate (through proposed big game surveys) deer populations along the north shore of Lake Chelan. This effort will provide population and migration data which WDG can use to better manage this deer herd.
  - 5. Range Utilization Monitoring - The District will monitor 10 range utilization sample plots along Lake Chelan annually. These plots will consist of pellet and/or browse plots. They will be used to measure trends in big game numbers compared to forage availability and utilization. Sampling techniques and specific locations will be decided jointly by biologists from the District and the resource agencies. Data from these range utilization plots will be made available, in annual reports, to the resource agencies for their management purposes and also to guide habitat improvement activities proposed herein.
  - 6. Mountain Goat Winter Range Improvements - The District will evaluate mountain goat winter range along Lake Chelan for 10 winters. This will be done during proposed big game surveys. Important winter ranges will be identified and range utilization surveys will be used to identify potential habitat improvement techniques for those winter ranges. After 10 years of analysis, practical improvement techniques will be implemented by the District, if warranted, in cooperation with the resource agencies. These techniques may include: controlled burning, fertilization, browse pruning, seeding, placement of mineral or protein blocks, or other techniques which may be developed.
  - 7. Publish Selenium-Big Game Study Results - The Lake Chelan area, and much of the northwest, is deficient in selenium. Recent studies indicate that adequate selenium levels are necessary for good health and high production levels in livestock but little information is available for wildlife. During the baseline wildlife study the District and WDG conducted studies on selenium levels in big game,

## EXHIBIT A

emphasizing mountain goats. These studies laid the foundation for future work on selenium supplementation which could increase big game production.

The District will publish these study results and management implications in a scientific journal. This will make study results widely available to the scientific community engaged in research on the relationship between selenium and big game herd health. These study results may also facilitate further research leading to an increase in big game production in the northwest.

8. Erect and Maintain Four Upland Bird Feeders - WDG has found that, in northcentral Washington, upland bird feeders increase game bird distribution and maintain these populations year-round. California quail and chuckars are the game birds which benefit most from feeders. Many nongame birds and mammals also benefit from feeders because feeders pump energy into the bottom of the food chain.

The District will build, place, and maintain four upland bird feeders at favorable locations along Lake Chelan. The feeders will be similar to those maintained by WDG in northcentral Washington, and will increase the carrying capacity of the project area by several hundred birds.

9. 65 Man-Days for Fish and Wildlife Surveys and Improvements - The District will provide up to 65 man-days of personnel annually for fish and wildlife surveys and improvements in addition to program measures 1-8. This pool of manpower will allow for work and studies, the needs of which may vary yearly. Activities to which these man-days will be applied may include: creel censuses, spawning surveys, spawning habitat improvement, and wildlife habitat pruning, seeding, fertilizing, thinning, or controlled burning, as well as other work and survey needs which may arise.

The survey and work needs for which this manpower will be used each year will be decided annually by mutual agreement of biologists of the cooperating agencies.

10. Hatchery Kokanee Enhancement - The District will increase hatchery capacity at the Chelan Falls hatchery to accommodate the hatching and rearing of 2,000,000 kokanee eggs (approximately 1,500,000 fry). The District will provide this capacity by installing two Modutank, 8' x 83' raceways. The personnel necessary to care for these fish will be provided by WDG from those personnel currently funded by the District. The District will reimburse WDG for fish food and other materials needed for this program. This increased hatchery capacity will be installed following FERC approval of the District's Exhibit S. The 2,000,000 kokanee egg program will be maintained for five years and then evaluated.

After five years of operation, the District and WDG will evaluate the hatchery kokanee program and level of wild kokanee production. If hatchery releases have been successful (greater than 2% survival to catchable size) and total production of kokanee, wild plus hatchery, is still below the 600,000 fish standing stock goal, then the

## EXHIBIT A

District will increase hatchery capacity and provide O&M funding to rear up to 3,000,000 additional (5,000,000 maximum) kokanee eggs for the next five years. The annual production level will be determined by WDG and District biologists, based on wild stock success and hatchery stock survival rates. Reductions in hatchery production levels may become necessary should adverse kokanee growth rates become apparent (size target for adult kokanee is 10-12 inches). The hatchery program and wild kokanee stocks will again be evaluated after 10 years of operation. If the hatchery program is determined to be successful and necessary to maintain good fishing conditions in Lake Chelan, then hatchery production will be maintained for the remainder of the license.

WDG will provide personnel for the care of these fish, utilizing existing District funded personnel to the extent feasible. The District will reimburse WDG for the employment of temporary help (Fish Culturist 1) necessary during the months of February-May if existing District funded personnel are unavailable.

11. Lake Chelan Fishery Studies - The success of the kokanee hatchery program and Lake Chelan fishery program will require study and evaluation. The District will assist WDG in conducting annual plankton studies, creel surveys, and kokanee spawning surveys.

The experimental hatchery releases that have been made to date have not achieved adequate survival rates. Future hatchery releases will be timed to match increases in the food supply, as determined by plankton sampling. The survival and contribution of hatchery fish will be determined by annual creel surveys, which will include the collection of data relating to determination of fish growth rates, occurrence of marked hatchery fish, and age-class contribution. An intensive creel survey will be conducted twice at five year intervals to determine the success of trout management policies, as well as the kokanee program. Wild kokanee production will be assessed yearly through spawning surveys and the creel census. The District will aid in the progress of this program by providing the following:

1. The District will cooperate with WDG in conducting creel surveys and taking plankton samples yearly during the months of April, May and June as agreed upon by WDG and District biological staff.
2. The District will cooperate with WDG in conducting yearly kokanee spawning surveys, from September 1 - November 15 as agreed upon by WDG and District biological staff.

Labor provided by the District for creel surveys, plankton sampling, and kokanee spawning surveys will be credited to program measure 9.

3. The District will fund the timely analysis of plankton samples, either through contract or with qualified District employees.



## EXHIBIT A

4. The District will fund the conduct of full scale creel surveys twice during the license term at five year intervals. These surveys will be to determine kokanee production and fisherman success rates, rainbow and cutthroat trout catch rates, and other species contribution to the fishery.
5. The District will cooperate with WDG in assessing possible sites for kokanee spawning enhancement in the Stehekin River's oxbows and flood channels. Implementation of feasible enhancement projects will be considered in place of hatchery production if studies show wild kokanee production has increased to the point where lack of spawning habitat is the limiting factor.

Exhibit B. Estimated Cost Summary of the Lake Chelan Project Fish and Wildlife Conservation and Enhancement Proposals.

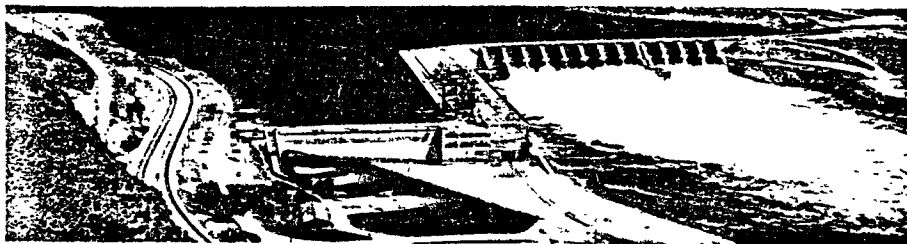
	<u>Initial Cost</u>	<u>Annual Cost</u>
1. Annual \$10,000 wildlife habitat improvement budget	---	\$10,000
2. Big game winter surveys	---	6,000
3. Mountain goat transplants to Lake Chelan	Done	---
4. Assist with marking north shore deer for population analysis	7,000	---
5. Range utilization monitoring	---	2,000
6. Mountain goat winter range improvements	---	3,000
7. Publish selenium-big game study results	2,000	---
8. Erect and maintain four upland bird feeders	2,700	1,500
9. 65 man-days for fish and wildlife surveys and improvements	---	10,000
10. Hatchery kokanee enhancement	20,000	1,500 <sup>1</sup>
11. Fisheries studies	<u>80,000</u>	<u>---</u>
TOTAL	\$111,700	\$34,000

<sup>1</sup> The annual cost will increase to \$5,000-\$15,000 if the hatchery program is increased following the fifth year evaluation.

COMMISSIONERS

JEAN H. LUDWICK, PRESIDENT  
ROBERT D. MCDUGALL, VICE PRESIDENT  
ARCHIE VAN DOREN, SECRETARY  
ROBT O. KEISER, ASST. SECRETARY  
ALFRED PELUGRATH, ASST. SECRETARY

GERALD L. COPE



*Public Utility District No. 1 of Chelan County*

P O BOX 1231 • WENATCHEE, WASHINGTON 98801 • (509) 663-8121

*Paul Fielder*

January 22, 1982

Frank Lockard, Director  
Washington State Dept. of Game  
600 North Capitol Way  
Olympia, WA 98504

Dear Mr. Lockard:

This letter is the Department of Game's authorization to proceed with its share of the wildlife work and budget charges as attached. This 1982 outline and budget was jointly developed by Department and District representatives. Continuation of this work, including the development of a comprehensive fish and wildlife enhancement plan, will be completed by May 12, 1984. Immediately following this date, agreed upon enhancement projects will be inaugurated.

We are anticipating a productive baseline study which will result in a plan of substantial enhancement for wildlife in the Chelan Drainage. This work is in accordance with the license requirements for the Lake Chelan Hydroelectric Project No. 637.

Very truly yours,

POWER OPERATIONS DEPARTMENT

*Dick Nason*

Dick Nason, Supervisor  
Fish and Wildlife Operations

Attachment

*In database  
(DBASE) in  
lead file -  
"MITASDED.DBF"  
DM*

## PROJECT EMPLOYMENT PROPOSAL

LAKE CHELAN HYDROELECTRIC PROJECT RELICENSE  
WILDLIFE MITIGATIONA. Nature and Scope of Program

Washington Department of Game is responsible for protection and perpetuation of fish and wildlife resources of Washington. This includes facilitating mitigation and/or compensation of fish and wildlife impacts associated with development projects.

Chelan County Public Utility District is presently initiating environmental studies designed to plan for conserving and enhancing fish and wildlife on Lake Chelan. The proposed project is required by the Federal Energy Regulatory Commission to relicense the Chelan Hydroelectric Project #637.

The objective of this project is to determine population indices of and habitat utilization by game mammals and birds, and other nongame animals within the study area. Vegetative mapping and aerial observation of the project area forms the basis for wildlife habitat utilization.

An inventory and identification of wildlife resources affected by the project is necessary to assess the most effective protection, enhancement, and improvement of these resources.

B. Source and Conditions of Funding

Funds will be made available by the Chelan County Public Utility District to the Washington Department of Game.

C. Relationship of Project to Regular Operation and Programs of the Agencies

It is the responsibility of the Department of Game to protect and perpetuate fish and wildlife of the state for the people of the state. This includes facilitating mitigation and/or enhancement of fish and wildlife impacts associated with development projects.

D. Number of Positions (Non-competitive appointment)

One Wildlife Biologist I (2 years, 5 months)

E. Duration

January 1, 1982 to May 12, 1984.

F. Employee Organization Affected

None.

G. Project Employment Benefits

Time spent will be credited toward periodic increment duties, annual leave, sick leave, and other benefits provided employees.

## LAKE CHELAN WILDLIFE INVESTIGATIONS

### Scope of Work

Principal Investigators: Roger McKeel, John Musser, and Bernie Leman

Project Biologist: Charles McKay

### Objectives

1. Conduct baseline inventory of vegetation and selected wildlife habitat within the Lake Chelan drainage to:
  - a. Determine kind, amount, and distribution of wildlife habitat within the drainage.
  - b. Determine the importance of existing habitat to selected wildlife. Mule deer and mountain goat are the target big game species.
2. Conduct critical use area assessment for:
  - a. Big game
    - (1) mule deer
    - (2) mountain goat
  - b. Other wildlife encountered.
3. Conduct mule deer migration pattern survey to:
  - a. Determine distribution of wintering deer on Lake Chelan.
  - b. Determine summering areas for Lake Chelan mule deer.
4. Construct population trend and key range utilization for:
  - a. Mule deer.
  - b. Mountain goat.
5. Endangered species will be identified and treated separately. Baseline data already collected by the U.S.F.S. will be utilized to plan for endangered species protection and enhancement.
6. Conduct terrestrial wildlife recreation use survey for:
  - a. Hunting use originating from Lake Chelan and selected high use areas within the study area.
  - b. Non-hunting wildlife recreational uses.

Detail of the baseline inventory assessment will be developed. This study plan will outline methods of data collection, presentation, and analysis. Funding of this study will form the base for development of a detailed report to conserve and enhance wildlife resources with the project area.

1982 Budget

Lake Chelan Wildlife Investigations

Wildlife Biologist I (31)

1982 (11 months)

Salary	\$1334/mo
Benefits (22%)	293/mo
Overhead (23.2%)	309/mo
	<u>\$1936/mo</u>

\$21,296.00

Game Program Manager II (45)

Salary (18%)	\$393.30/mo
Benefits (22%)	86.53/mo
Overhead (23.2%)	91.25/mo
	<u>\$571.08/mo</u>

\$ 6,281.88

Travel

1200 miles/mo	
@ \$.185/mile	\$ 222/mo

\$ 2,442.00

Per Diem

2.25 days/mo	
@ \$40/day	\$ 90/mo

\$ 990.00

Equipment

Including telemetry  
and incidental  
equipment.

\$10,500.00

Total

\$41,509.88

Tentative Budget-Lake Chelan Project

		<u>11 mo</u> 1982	<u>12 mo</u> 1983	<u>5 mo</u> 1984	<u>Total</u>
Wildlife Biologist I	Salary 1334	14,674	17,609	8,071	40,354
	Benefits 293	3,223	3,874	1,776	8,873
	Overhead	3,399	4,085	1,872	9,356
Game Program Manager II	Salary 192	4,326.30	4,759	2,181	11,266.30
	Benefits 86	951.83	1,047	480	2,478.83
	Overhead	1,003.75	1,104	506	2,613.75
Travel		2,442	2,686	1,343	6,471
Per Diem		990	1,306	599	2,895
Equipment		10,500	3,300	1,512	15,312
Total		<u>41,509.88</u>	<u>39,770</u>	<u>18,340</u>	<u>\$99,619.88</u>



COOPERATIVE AGREEMENT FOR  
PROVIDING ASSISTANCE IN  
THE DEVELOPMENT OF A FISH  
AND WILDLIFE PLAN FOR THE  
LAKE CHELAN HYDROELECTRIC  
PROJECT

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This Cooperative Agreement (Agreement) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1983, by and between:  
STATE OF WASHINGTON, DEPARTMENT OF GAME, hereinafter referred to as "Department."

and  
PUBLIC UTILITY DISTRICT NO. 1 OF CHELAN COUNTY, a municipal corporation, hereinafter referred to as "District."

Recitals;

Whereas, the District made application to the Federal Energy Regulatory Commission for a new license for the Lake Chelan Hydroelectric Project on October 30, 1975 and said new license was issued by FERC by Order dated May 12, 1981; and

Whereas, Article 33 of the new license requires the District to file, for FERC approval, a comprehensive plan for the protection, conservation and improvement of fish and wildlife resources of the Chelan Project area by May 12, 1984; and

Whereas, Article 33 further requires that the fish and wildlife plan be developed in cooperation with agencies including the Department; and

Whereas, studies and research to obtain baseline wildlife information upon which to develop a plan are needed; and

Whereas, the District and Department have been working cooperatively in the development of baseline wildlife information since December 1981 and the Department has offered to continue to provide assistance through 1983; and

Whereas, the District requires assistance which has been offered by the Department for completion of studies and research necessary in the development of the fish and wildlife plan.

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties hereto agree as follows:

1. Scope of Services

The services to be performed by the Department hereunder are specified in Appendix A, Scope of Work, which is attached hereto and by this reference herein incorporated.

## 2. Compensation For Services

Compensation for services to be performed by the Department shall be in accordance with Appendix B, Estimate of Cost; provided however, that: (1) the total amount to be paid by the District for said services shall in no event exceed \$40,000.00; and (2) the estimates set forth in Appendix B shall not be construed in any way as a guarantee of payment of the total sum of \$40,000.00.

## 3. Progress Payments

Progress payments will be made upon approval by the District of monthly invoices submitted in triplicate by the Department. Such invoices shall be detailed and itemized a manner prescribed by the District.

## 4. District Coordination

The District shall designate a coordinator who shall represent the District in all communications and transactions with the Department pursuant to this Agreement.

## 5. Independent Contractor

The Department shall operate as, and have the status of, an independent contractor and will not be an agent or employee of the District nor will it be entitled to any employee benefits provided by the District. All activities of the Department will be conducted at its own risk. The Department agrees to indemnify and save harmless the District, including its officers, agents and employees, from any and all claims arising out of the conduct or management of or from any work or thing whatsoever done in and about the District's premises, excepting claims for damages to property or injury to persons directly resulting from the sole negligence of the District.

## 6. Standard of Performance

The Department will perform its services with the level of skill, care and diligence normally provided by and expected of professional persons performing services similar to or like those to be performed hereunder, and that the District will be utilizing the results of such services. The Department shall perform all services in a prudent and timely manner and in accordance with schedules agreed upon by the parties. Personnel of the Department selected to conduct studies pursuant to this Agreement shall be approved by the District Coordinator, prior to commencement of studies.

## 7. Work Product

The results of all work performed by the Department hereunder shall become the property of the District upon completion of the work herein performed. The Department shall deliver to the District, not later than September 30, 1983, a draft study report based upon work performed up to that date. The report will be subject to modification as a result of additional investigations by the Department or District or a review by the District Coordinator.

8. Purchase of Materials/Equipment

The Department shall not purchase any materials and/ or equipment that exceeds \$5,000 without first obtaining written approval of the District. The Department agrees that any such materials and/or equipment purchased hereunder are the property of the District and that upon completion of the work, all such materials and/or equipment or unused portions thereof shall be returned to the District.

9. Cancellation

This Agreement may be cancelled on thirty days written notice by either of the parties to the other, provided however, that the Department shall not cancel this Agreement if it would cause the District to fail to meet FERC imposed deadlines.

10. Accrued Obligations

All debits accrued by the Department up to and including the effective date of cancellation shall be paid by the District provided the Department has not breached the terms of this Agreement.

11. Term of Agreement

This Agreement shall be effective upon execution for a period of one calendar year beginning January 1, 1983 and ending December 31, 1983.

IN WITNESS WHEREOF, the Department and the District have executed this Agreement each by its proper respective officers and officials thereunto duly authorized this day and year first above written.

PUBLIC UTILITY DISTRICT  
NO. 1 OF CHELAN COUNTY

STATE OF WASHINGTON  
DEPARTMENT OF GAME

BY \_\_\_\_\_  
MANAGER

BY \_\_\_\_\_

APPENDIX A  
SCOPE OF WORK

The duties of the WDG wildlife personnel will be as follows;

- A. Work in close coordination and in cooperation with the Chelan P.U.D. wildlife biologist on all phases of the baseline fieldwork, data analysis, baseline study report preparation, and mitigation/enhancement plan development.
- B. Gather information on the acreages and distribution of habitat types in the Lake Chelan drainage.
- C. Gather information on mule deer, including:
  - 1. distribution and relative abundance along the lake,
  - 2. sex ratios, doe:fawn ratios, and adult:fawn ratios,
  - 3. forage availability and utilization,
  - 4. migration patterns,
  - 5. population and range utilization trends,
  - 6. antler point composition of the buck segment of the herd,
  - 7. mortality factors.
- D. Gather information on mountain goats, including:
  - 1. distribution and relative abundance along the lake,
  - 2. adult:kid ratios,
  - 3. adult and kid mortality
  - 4. habitat and forage preference, availability, and utilization,
  - 5. dispersal patterns from winter range,
  - 6. population vs. harvest trends.
- E. Gather information on abundance and distribution of threatened and endangered species in the Lake Chelan drainage, including;
  - 1. bald eagles,
  - 2. peregrine falcons,
  - 3. spotted owls,
  - 4. endangered plant species

- F. Assist in analyzing the baseline data along with pertinent literature.
- G. Assist in preparing a report presenting the findings of the baseline wildlife studies.
- H. Assist in developing a wildlife mitigation/enhancement plan for the Lake Chelan drainage.
- I. Maintain time, travel, and accomplishment records which are to be supplied to Chelan P.U.D. in addition WDG's monthly billing for this project's expenses.

APPENDIX B  
ESTIMATE OF COST

Wildlife Biologist I	Salary	<u>1983</u> 17,609
	Benefits	3,874
	Overhead	4,085
Game Program Manager II	Salary	4,759
	Benefits	1,047
	Overhead	1,104
Travel		2,686
Per Diem		1,306
Equipment		<u>3,300</u>
TOTAL		\$39,770